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6 *Attorneys for Plaintiff*

7 *Tina Jagers*

8
9 **UNITED STATES DISTRICT COURT**
10 **CENTRAL DISTRICT OF CALIFORNIA**

11 TINA JAGGERS,

12
13 Plaintiff,

14 v.

15
16 QUEST DIAGNOSTICS CLINICAL
17 LABORATORIES, INC.;
18 UNIVERSAL HEALTH SERVICES
19 OF PALMDALE, INC. d/b/a
20 CORONA REGIONAL MEDICAL
21 CENTER; MEDICAL DATA
22 SYSTEMS INC. d/b/a MEDICAL
23 REVENUE SERVICE; FRESNO
24 CREDIT BUREAU d/b/a
25 CREDITORS BUREAU USA;
26 RADAVANTAGE, A
27 PROFESSIONAL CORPORATION;
28 and GULF COAST COLLECTION
BUREAU, INC.

Defendants.

Case No. 5:22-cv-784

1. RFDCPA, Cal. Civ. Code. § 1788
et seq.
2. FDCPA, 15 U.S.C. § 1692, *et seq.*

1 **COMPLAINT AND DEMAND FOR JURY TRIAL**

2 Plaintiff Tina Jaggers (“Plaintiff”), by and through her attorneys, alleges the
3 following against Defendants Quest Diagnostics Clinical Laboratories, Inc.
4 (“Quest”), Universal Health Services of Palmdale, Inc. d/b/a Corona Regional
5 Medical Center (“UHS”), Medical Data Systems, Inc. d/b/a Medical Revenue
6 Service (“MDS”), Fresno Credit Bureau d/b/a Creditor Bureau USA (“CBU”),
7 Radadvantage, A Professional Corporation (“RAD”), and Gulf Coast Collection
8 Bureau, Inc. (“GCCB”).
9
10

11 **INTRODUCTION**

12
13 1. Counts I & II of Plaintiff’s Complaint is based upon the Rosenthal
14 Fair Debt Collection Practices Act (“RFDCPA”), Cal. Civ. Code § 1788 *et seq.*,
15 and the Fair Debt Collection Practices Act (“FDCPA”), 15 U.S.C. § 1692 *et. seq.*,
16 which prohibit debt collectors from engaging in abusive, deceptive, and unfair
17 practices connection with the collection of consumer debts.
18
19

20 **JURISDICTION AND VENUE**

21 2. The District Court has federal question jurisdiction over these claims
22 pursuant to 28 U.S.C. § 1331 and 15 U.S.C. § 1692.
23

24 3. Supplemental jurisdiction of this court arises under 28 U.S.C. § 1367
25 because the state law claims are so related to the claims in the action within such
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1 original jurisdiction that they form part of the same case or controversy under
2 Article III of the US Constitution.

3
4 4. Venue in this District is proper pursuant to 28 U.S.C. § 1391(b)(2)
5 in that a substantial part of the events or omissions giving rise to the claim
6 occurred in this district.

7
8 5. Because Defendants conduct business within the County of
9 Riverside, State of California personal jurisdiction is established.

10
11 **PARTIES**

12 6. Plaintiff is a natural person residing in California

13 7. Plaintiff is a “person” as defined by Cal. Civ. Code § 1788.2(g).

14
15 8. Plaintiff is a “consumer” as defined by 15 U.S.C. § 1692a(3).

16 9. Plaintiff, as a natural person allegedly obligated to pay a consumer
17 debt to Defendants, alleged to have been due and owing, is a “debtor” as that term
18 is defined by California Civil Code § 1788.2(h) of the Rosenthal Act.

19
20 10. As a partnership, corporation, limited liability company, or other
21 similar entity, Defendants are a “person” within the meaning of Cal. Civ. Code §
22 1788.2(g) of the Rosenthal Act, and within the meaning of Cal. Civ. Code §
23 1785.3(j).

24
25
26 11. Defendants allege Plaintiff owed it money arising out of medical
27 services performed upon Plaintiff by Defendants Quest, UHS and RAD for
28

1 treatment of injuries arising out of an industrial work-place accident, without
2 payment being required at the time of services being rendered, and Plaintiff is
3 informed and believes the money alleged to have been owed to Defendants
4 originated from monetary credit that was extended primarily for personal, family,
5 or household purposes, and is therefore a “debt” as that term is defined by
6 California Civil Code § 1788.2(d).
7

8
9 12. Plaintiff allegedly owed a monetary debt to Defendants, which makes
10 Defendants each a “creditor” under California Civil Code § 1788.2(i) of the
11 Rosenthal Act.
12

13 13. Upon information and belief, Defendants were attempting to collect
14 on a debt that originated from monetary credit that was extended primarily for
15 personal, family, or household purposes due to medical services performed upon
16 Plaintiff to treat injuries arising out of a work-place accident without payment being
17 required at the time of services and was therefore a “consumer credit transaction”
18 within the meaning of California Civil Code § 1788.2(e) of the Rosenthal Act.
19
20

21 14. Because Plaintiff, a natural person allegedly obligated to pay money
22 to Defendants arising from what Plaintiff is informed and believes was a consumer
23 credit transaction due to medical services performed upon Plaintiff to treat injuries
24 arising out of a work-place accident without payment being required at the time of
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1 services, the money allegedly owed was a “consumer debt” within the meaning of
2 California Civil Code § 1788.2(f) of the Rosenthal Act.

3
4 15. Plaintiff is informed and believes Defendants regularly collect or
5 attempt to collect debts on behalf of themselves and is therefore both a “debt
6 collector” within the meaning of California Civil Code § 1788.2(c) of the Rosenthal
7 Act, and thereby engages in “debt collection” within the meaning of California
8 Civil Code § 1788.2(b) of the Rosenthal Act.
9

10
11 16. At all relevant times herein, Defendant QDCL was a company
12 engaged, by use of mails and telephone in the business of collecting a debt from
13 Plaintiff which qualifies as a “debt,” as defined by Cal. Civ. Code § 1788.2(d).
14 Defendant QDCL can be served through its agent for service of process, CSC –
15 Lawyers Incorporating Service, located at 2710 Gateway Oaks Dr. Ste. 150N,
16 Sacramento, CA 95833.
17

18
19 17. At all relevant times herein, Defendant UHS was a company engaged,
20 by use of mails and telephone in the business of collecting a debt from Plaintiff
21 which qualifies as a “debt,” as defined by Cal. Civ. Code § 1788.2(d). Defendant
22 UHS can be served through its agent for service of process, CSC – Lawyers
23 Incorporating Service, located at 2710 Gateway Oaks Dr. Ste. 150N, Sacramento,
24 CA 95833.
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1 18. At all relevant times herein, Defendant MDS was a company engaged,
2 by use of mails and telephone in the business of collecting a debt from Plaintiff
3 which qualifies as a “debt,” as defined by Cal. Civ. Code § 1788.2(d). Defendant
4 MDS can be served through its agent for service of process, CSC – Lawyers
5 Incorporating Service, located at 2710 Gateway Oaks Dr. Ste. 150N, Sacramento,
6 CA 95833.
7

8
9 19. At all relevant times herein, Defendant MDS was a company engaged,
10 by use of mails and telephone in the business of collecting a debt from Plaintiff
11 which qualifies as a “debt,” as defined by Cal. Civ. Code § 1788.2(d). In addition,
12 Defendant is in the business of debt collection. Defendant therefore is a “debt
13 collector” as defined by 15 U.S.C. § 1692a(6). Defendant MDS can be served
14 through its agent for service of process, CSC – Lawyers Incorporating Service,
15 located at 2710 Gateway Oaks Dr. Ste. 150N, Sacramento, CA 95833.
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19 20. At all relevant times herein, Defendant CBU was a company engaged,
20 by use of mails and telephone in the business of collecting a debt from Plaintiff
21 which qualifies as a “debt,” as defined by Cal. Civ. Code § 1788.2(d). In addition,
22 Defendant is in the business of debt collection. Defendant therefore is a “debt
23 collector” as defined by 15 U.S.C. § 1692a(6). Defendant CBU can be served at its
24 principal place of business located at 757 L Street, Fresno, CA 93721.
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1 21. At all relevant times herein, Defendant RAD was a company engaged,
2 by use of mails and telephone in the business of collecting a debt from Plaintiff
3 which qualifies as a “debt,” as defined by Cal. Civ. Code § 1788.2(d). Defendant
4 RAD can be served through its agent for service of process, CSC – Lawyers
5 Incorporating Service, located at 2710 Gateway Oaks Dr. Ste. 150N, Sacramento,
6 CA 95833.
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8
9 22. At all relevant times herein, Defendant GCCB, Inc., was a company
10 engaged, by use of mails and telephone in the business of collecting a debt from
11 Plaintiff which qualifies as a “debt,” as defined by Cal. Civ. Code § 1788.2(d). In
12 addition, Defendant is in the business of debt collection. Defendant therefore is a
13 “debt collector” as defined by 15 U.S.C. § 1692a(6). Defendant GCCB can be
14 served through its agent for service of process, C T Corporation System, located at
15 330 N. Brand Blvd., Ste. 700, Glendale, CA 91203.
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19 23. Defendants acted through their agents, employees, officers, members,
20 directors, heirs, successors, assigns, principals, trustees, sureties, subrogees,
21 representatives, and insurers.
22

23 **FACTUAL ALLEGATIONS**

24 **A. Plaintiff Workplace Injury**

25 24. Defendants are attempting to collect an alleged debt from Mrs.
26 Jagers.
27
28

1 25. In or around the years 2020 and 2021, Mrs. Jaggers received medical
2 services from Defendants Quest, UHS, and RAD, for treatment arising from the
3 injuries that are the subject of Plaintiff's worker's compensation claim, of which
4 Defendants and their entire staff knew about and were aware all billings for services
5 should be handled pursuant to the Worker's Compensation Act.
6

7
8 26. During Plaintiff's many visits with Defendants, she informed
9 Defendants that her injuries were the result of her work-place accident and provided
10 all information necessary to bill the proper party.
11

12 27. Nevertheless, Defendants began attempting to collect from Plaintiff
13 directly and sent Plaintiff bills for collection for medical services she was not
14 legally responsible for.
15

16 28. Cal. Civ. Code § 1788, which prohibits unlawful debt collection
17 activity, is a strict liability statute.
18

19 29. 15 U.S.C. § 1692, which prohibits unlawful debt collection activity, is
20 a strict liability statute.
21

22 **B. Defendants' Collection Activity**

23 *i. Defendants Quest and CUB Unlawful Collection Activity*

24 30. On or about August 9, 2021, Plaintiff received a medical statement
25 from Defendant Quest indicating that Plaintiff had an outstanding balance and
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1 requested payment of the medical services provided for the treatment of injuries
2 that are the subject of his worker's compensation claim.

3
4 31. The letter was attempting to collect an amount of \$95.90, of which
5 Plaintiff is not responsible for.

6
7 32. The letter was attempting to collect an amount that was not permitted
8 by law because Plaintiff was not responsible for any and all medical bills received
9 that were related to her workplace injury.

10
11 33. On or about December 18, 2021, Plaintiff received another medical
12 statement from Defendant Quest indicating that Plaintiff had an outstanding
13 balance and requested payment of the medical services provided for the treatment
14 of injuries that are the subject of his worker's compensation claim.

15
16 34. The letter was attempting to collect an amount of \$108.61, of which
17 Plaintiff is not responsible for.

18
19 35. The letter was attempting to collect an amount that was not permitted
20 by law because Plaintiff was not responsible for any and all medical bills received
21 that were related to her workplace injury.

22
23 36. On or about February 08, 2022, Plaintiff received a medical statement
24 from Defendant Quest indicating that Plaintiff had an outstanding balance and
25 requested payment of the medical services provided for the treatment of injuries
26 that are the subject of his worker's compensation claim.
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1 37. The letter was attempting to collect an amount of \$40.00, of which
2 Plaintiff is not responsible for.

3 38. The letter was attempting to collect an amount that was not permitted
4 by law because Plaintiff was not responsible for any and all medical bills received
5 that were related to her workplace injury.
6

7 39. Upon information and belief, Defendant Quest placed debt collection
8 calls to Plaintiff in an attempt to collect on the alleged debt.
9

10 40. On one or more occasion, either by phone or in person, Plaintiff
11 directly informed Defendant Quest that the medical services rendered were related
12 to her workers compensation claim.
13

14 41. Furthermore, Plaintiff provided all necessary information to
15 Defendant Quest to properly bill the medical services it rendered that was related
16 to Plaintiff's workplace injury.
17

18 42. Moreover, Defendant Quest placed one or more of Plaintiff's accounts
19 for collection with Defendant CBU.
20

21 43. In or around February 2022, Plaintiff received a collection letter from
22 Defendant CUB for payment of medical services provided for the treatment of
23 injuries that are the subject of his worker's compensation claim.
24

25 44. The letter was attempting to collect an amount of \$95.90, of which
26 Plaintiff is not responsible for.
27
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1 45. The letter was attempting to collect an amount that was not permitted
2 by law because Plaintiff was not responsible for any and all medical bills received
3 that were related to her workplace injury.
4

5 46. Upon information and belief, Defendant CUB placed debt collection
6 calls to Plaintiff in an attempt to collect on the alleged debt.
7

8 47. Upon information and belief, Defendant CUB lacks any policies and
9 procedures to avoid collection on medical bills that are subject to a workers
10 compensation claim.
11

12 ***ii. Defendants UHS and MDS Unlawful Collection Activity***
13

14 48. In or around February 2021, Plaintiff received collection letters from
15 Defendant UHS for payment of medical services provided for the treatment of
16 injuries that are the subject of his worker's compensation claim.
17

18 49. The letters were attempting to collect an amount of \$2,305.29, of
19 which Plaintiff is not responsible for.
20

21 50. On or about July 4, 2022, Plaintiff received a collection letter from
22 Defendant UHS for payment of medical services provided for the treatment of
23 injuries that are the subject of her worker's compensation claim.
24

25 51. The letter was attempting to collect an amount of \$2,305.29, of which
26 Plaintiff is not responsible for.
27
28

1 52. Upon information and belief, Defendant UHS placed debt collection
2 calls to Plaintiff in an attempt to collect on the alleged debt.

3 53. Moreover, Defendant UHS placed one or more of Plaintiff's accounts
4 for collection with Defendant MDS.

5 54. In or around May 2021, Plaintiff received a collection letter from
6 Defendant MDS for payment of medical services provided for the treatment of
7 injuries that are the subject of his worker's compensation claim.
8

9 55. The letter was attempting to collect an amount of \$2,305.29, of which
10 Plaintiff is not responsible for.

11 56. The letter was attempting to collect an amount that was not permitted
12 by law because Plaintiff was not responsible for any and all medical bills received
13 that were related to her workplace injury.
14

15 57. Upon information and belief, Defendant MDS placed debt collection
16 calls to Plaintiff in an attempt to collect on the alleged debt.
17

18 58. Upon information and belief, Defendant MDS lacks any policies and
19 procedures to avoid collection on medical bills that are subject to a workers
20 compensation claim.
21

22 ***iii. Defendants RAD and GCCB Unlawful Collection Activity***
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1 59. In or around December, 2021, Plaintiff received collection letters from
2 Defendant RAD for payment of medical services provided for the treatment of
3 injuries that are the subject of her worker's compensation claim.
4

5 60. The letters were attempting to collect an amount of \$60.00, of which
6 Plaintiff is not responsible for.
7

8 61. Upon information and belief, Defendant UHS placed debt collection
9 calls to Plaintiff in an attempt to collect on the alleged debt.
10

11 62. Moreover, Defendant RAD placed one or more of Plaintiff's accounts
12 for collection with Defendant GCCB.
13

14 63. In or around March 2022, Plaintiff received a collection letter from
15 Defendant GCCB for payment of medical services provided for the treatment of
16 injuries that are the subject of her worker's compensation claim.
17

18 64. The letter was attempting to collect an amount of \$60.00, of which
19 Plaintiff is not responsible for.
20

21 65. The letter was attempting to collect an amount that was not permitted
22 by law because Plaintiff was not responsible for any and all medical bills received
23 that were related to her workplace injury.
24

25 66. Upon information and belief, Defendant GCCB placed debt collection
26 calls to Plaintiff in an attempt to collect on the alleged debt.
27
28

1 67. Upon information and belief, Defendant GCCB lacks any policies and
2 procedures to avoid collection on medical bills that are subject to a workers
3 compensation claim.
4

5 ***iv. Defendant CBU unlawful disclosure of information***

6 68. At an exact time known only to Defendant CBU, the alleged debt owed to
7 Quest was assigned or otherwise transferred to CBU for collection.
8

9 69. In its efforts to collect on the alleged debt owed to Quest, Defendant CBU
10 decided to contact Plaintiff by written correspondence.
11

12 70. Rather than preparing and mailing such written correspondence to Plaintiff
13 on its own, Defendant CBU decided to utilize a third-party vendor to perform
14 such activities on its behalf.
15

16 71. As part of its utilization of the third-party vendor, Defendant conveyed
17 information regarding the alleged Quest debt to the third-party vendor by
18 electronic means.
19

20 72. The information conveyed by Defendant CBU to the third-party vendor
21 included Plaintiff's status as a debtor, the precise amount of the alleged
22 Quest debt, the account number, the entity to which Plaintiff allegedly owed
23 the debt, the fact that the alleged debt concerned Plaintiff's medical
24 treatment, Plaintiff's home address, and other information.
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1 73. In fact, Defendant CBU conveyed it was a debt collector and attempting to
2 collect a debt from Plaintiff.

3 74. Defendant CBU's conveyance of the information regarding the alleged debt
4 owed to Quest to the third-party vendor is a "communication" as that term is
5 defined by 15 U.S.C. § 1692(a)(2).
6

7 75. The third-party vendor then populated some or all this information into a
8 prewritten template, printed, and mailed the correspondence to Plaintiff at
9 Defendant CBU's direction.
10

11 76. A correspondence, sent in or around February 2022, was received and read
12 by Plaintiff. (the "CBU letter").
13

14 77. The CBU Letter, which conveyed information about the alleged debt owed
15 to Quest, is a "communication" as that term is defined by 15 U.S.C. §
16 1692a(2).
17

18 78. The FDCPA prohibits the sharing of information regarding a consumer
19 "without the prior consent of the consumer given directly to the debt
20 collector, or the express permission of a court of competent jurisdiction, or
21 as reasonably necessary to effectuate a post judgment judicial remedy..."
22

23 See 15 U.S.C. § 1692c(b).
24

25 79. In the relevant part, Section 1692c(b) states, "*a debt collector may not*
26 *communicate in connection with the collection of any debt, with any person*
27
28

1 *other than the consumer, her attorney, a consumer reporting agency if*
 2 *otherwise permitted by law, the creditor, the attorney of the creditor, or the*
 3 *attorney of the debt collector.” See 15 U.S.C. § 1692c(b).*

4
 5 80. The sharing, transferring, or communicating of Plaintiff’s information is
 6 prohibited by law.

7
 8 81. Plaintiff did not provide her prior consent to the sharing of her information
 9 with the third party letter vendor Defendant CUB utilized.

10
 11 82. Defendant CUB’s intentional or negligent conduct of sharing, transferring, or
 12 communicating of Plaintiff’s personal and sensitive information without
 13 Plaintiff’s prior consent, caused an invasion into Plaintiff’s individual
 14 privacy, which caused Plaintiff concern, embarrassment, anxiety, worry,
 15 sleeplessness, and emotional distress causing Plaintiff to spend time to retain
 16 counsel, causing her loss of time.

17
 18
 19 ***v. Defendant GCCB unlawful disclosure of information***

20
 21 83. At an exact time known only to Defendant GCCB, the alleged debt owed to
 22 RAD was assigned or otherwise transferred to GCCB for collection.

23
 24 84. In its efforts to collect on the alleged debt owed to RAD, Defendant GCCB
 25 decided to contact Plaintiff by written correspondence.

1 85. Rather than preparing and mailing such written correspondence to Plaintiff
2 on its own, Defendant GCCB decided to utilize a third-party vendor to
3 perform such activities on its behalf.
4

5 86. As part of its utilization of the third-party vendor, Defendant conveyed
6 information regarding the alleged RAD debt to the third-party vendor by
7 electronic means.
8

9 87. The information conveyed by Defendant GCCB to the third-party vendor
10 included Plaintiff's status as a debtor, the precise amount of the alleged RAD
11 debt, the account number, the entity to which Plaintiff allegedly owed the
12 debt, the fact that the alleged debt concerned Plaintiff's medical treatment,
13 Plaintiff's home address, and other information.
14
15

16 88. In fact, Defendant GCCB conveyed it was a debt collector and attempting to
17 collect a debt from Plaintiff.
18

19 89. Defendant GCCB's conveyance of the information regarding the alleged
20 debt owed to RAD to the third-party vendor is a "communication" as that
21 term is defined by 15 U.S.C. § 1692(a)(2).
22
23

24 90. The third-party vendor then populated some or all this information into a
25 prewritten template, printed, and mailed the correspondence to Plaintiff at
26 Defendant GCCB's direction.
27
28

1 91.A correspondence, sent in or around March 2022, was received and read by
2 Plaintiff. (the “GCCB letter”).

3 92.The GCCB Letter, which conveyed information about the alleged debt owed
4 to RAD, is a “communication” as that term is defined by 15 U.S.C. §
5 1692a(2).
6

7 93.The FDCPA prohibits the sharing of information regarding a consumer
8 “without the prior consent of the consumer given directly to the debt
9 collector, or the express permission of a court of competent jurisdiction, or
10 as reasonably necessary to effectuate a post judgment judicial remedy...”
11 See 15 U.S.C. § 1692c(b).
12
13
14

15 94.In the relevant part, Section 1692c(b) states, “a debt collector may not
16 communicate in connection with the collection of any debt, with any person
17 other than the consumer, her attorney, a consumer reporting agency if
18 otherwise permitted by law, the creditor, the attorney of the creditor, or the
19 attorney of the debt collector.” See 15 U.S.C. § 1692c(b).
20
21

22 95.The sharing, transferring, or communicating of Plaintiff’s information is
23 prohibited by law.
24

25 96.Plaintiff did not provide her prior consent to the sharing of her information
26 with the third-party letter vendor Defendant GCCB utilized.
27
28

1 97. Defendant GCCB's intentional or negligent conduct of sharing, transferring,
 2 or communicating of Plaintiff's personal and sensitive information without
 3 Plaintiff's prior consent, caused an invasion into Plaintiff's individual
 4 privacy, which caused Plaintiff concern, embarrassment, anxiety, worry,
 5 sleeplessness, and emotional distress causing Plaintiff to spend time to retain
 6 counsel, causing her loss of time.
 7

8
 9 **vi. Damages**

10
 11 98. Defendants unlawful collection efforts regarding alleged debt arising from
 12 medical services rendered related to a workers compensation claim caused
 13 Plaintiff to suffer from emotional distress and mental pain and anguish,
 14 including but not limited to, stress, anxiety
 15

16
 17 **COUNT I**
 18 **All Defendants**
 19 **(Violations of CAL. CIV. CODE § 1788 *et seq.*)**

20 99. Plaintiff incorporates by reference all of the above paragraphs of this
 21 Complaint as though fully stated herein.

22 100. Defendants violated the RFDCPA. Defendants' violations include, but
 23 are not limited to, the following:
 24

- 25 a. Defendants violated Cal. Civ. Code § 1788.17 by collecting or
 26 attempting to collect a consumer debt without complying with the
 27
 28

1 provisions of Sections 1692b to 1692j, inclusive, of . . . Title 15 of
2 the United States Code (Fair Debt Collection Practices Act).

3 a. Defendants violated 15 U.S.C. § 1692d, by engaging in
4 conduct the natural consequence of which is to harass,
5 oppress, or abuse any person in connection with the collection
6 a debt.
7

8 b. Defendants violated 15 U.S.C. § 1692e by using false,
9 deceptive, or misleading representations or means in
10 connection with the collection of any debt.
11

12 c. Defendants violated 15 U.S.C. § 1692e(2)(A) by falsely
13 representing the character, amount, or legal status of any debt.
14

15 d. Defendants violated 15 U.S.C. § 1692e(10), by using false
16 representation or deceptive means to collect or attempt to
17 collect any debt or obtain information concerning a consumer.
18

19 e. Defendants violated 15 U.S.C. § 1692f, by using unfair or
20 unconscionable means to collect or attempt to collect any debt.
21

22 f. Defendants violated 15 U.S.C. § 1692f(1) by attempting to
23 collect any amount (including any interest, fee, charge or
24 expense incidental to the principal obligation) that is not
25 permitted by law.
26
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28

1 101. Defendants' acts, as described above, were done intentionally with the
2 purpose of coercing Plaintiff to pay the alleged debt.

3
4 102. As a result of the foregoing violations of the RFDCPA, Defendants
5 are liable to Plaintiff for actual damages, statutory damages, and attorneys' fees
6 and costs.

7
8 **COUNT II**
9 **Defendants MDS, CBU and GCCB**
10 **(Violations of the FDCPA, 15 U.S.C. § 1692 *et seq.*)**

11 103. Plaintiff incorporates by reference all of the above paragraphs of this
12 Complaint as though fully stated herein.

13 104. Defendants violated the FDCPA. Defendants' violations include, but
14 are not limited to, the following:

15
16 a. Defendants violated 15 U.S.C. § 1692d, by engaging in
17 conduct the natural consequence of which is to harass,
18 oppress, or abuse any person in connection with the collection
19 a debt.

20
21 b. Defendants violated 15 U.S.C. § 1692e by using false,
22 deceptive, or misleading representations or means in
23 connection with the collection of any debt.

24
25 c. Defendants violated 15 U.S.C. § 1692e(2)(A) by falsely
26 representing the character, amount, or legal status of any debt.
27
28

1 d. Defendants violated 15 U.S.C. § 1692e(10), by using false
2 representation or deceptive means to collect or attempt to
3 collect any debt or obtain information concerning a consumer.
4

5 e. Defendants violated 15 U.S.C. § 1692f, by using unfair or
6 unconscionable means to collect or attempt to collect any debt.
7

8 f. Defendants violated 15 U.S.C. § 1692f(1) by attempting to
9 collect any amount (including any interest, fee, charge or
10 expense incidental to the principal obligation) that is not
11 permitted by law.
12

13 105. Defendant's acts, as described above, were done intentionally with the
14 purpose of coercing Plaintiff to pay the alleged debt.
15

16 106. As a result of the foregoing violations of the FDCPA, CBB is liable to
17 Plaintiff for actual damages, statutory damages, and attorneys' fees and costs.
18
19
20

21 **PRAYER OF RELIEF**

22 **WHEREFORE**, Plaintiff Tina Jagers, respectfully requests judgment be
23 entered against Defendants for the following:
24

25 A. Declaratory judgment that Defendants violated the RFDCPA;

26 B. Declaratory judgment that Defendant MDS, CBU and GCCB
27 violated the FDCPA;
28

1 C. Statutory damages against Defendants of \$1,000.00 pursuant to the
2 RFDCPA, Cal. Civ. Code §1788.30(b);

3
4 D. Actual damages against Defendants pursuant to Cal. Civ. Code
5 §1788.30(a);

6
7 E. Costs and reasonable attorneys' fees against Defendants pursuant to
8 the RFDCPA, Cal. Civ. Code §1788.30(c);

9
10 F. Actual damages against Defendant MDS, CBU and GCCB pursuant
11 to 15 U.S.C. §1692k(a)(1);

12
13 G. Statutory damages against Defendants MDS, CBU and GCCB of
14 \$1,000.00 pursuant to 15 U.S.C. § 1692k(a)(2)(A);

15
16 H. Attorneys' fees and costs against Defendant MDS, CBU and GCCB
17 pursuant to 15 U.S.C. §1692k(a)(3).

18
19 I. Punitive damages pursuant to be determined at trial, for the sake of
20 example and punishing Defendant for their malicious conduct,
21 pursuant to Cal. Civ. Code § 3294.

22
23 J. Awarding Plaintiff any pre-judgment and post-judgment interest as
24 may be allowed under the law; and

25
26 K. Any other relief that this Honorable Court deems appropriate.

27
28 **DEMAND FOR JURY TRIAL**

Please take notice that Plaintiff demands a trial by jury in this action.

1 Respectfully submitted this May 07, 2022.

2 By: /s/ Youssef H. Hammoud
3 Youssef H. Hammoud (SBN: 321934)
4 **HAMMOUD LAW, P.C.**
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9 *Attorneys for Plaintiff,*
10 *Tina Jagers*
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